

ASSISTANCE TO ALBERTA SCHOOL AUTHORITIES FOR DOCUMENTATION OF AISI PRODUCTS AND PRACTICES

Prepared for:

Alberta Learning

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KPMG Consulting LP

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Introduction

KPMG Consulting is pleased to submit this proposal in response to your Request for Proposals (RFP) for “Assistance to Alberta School Authorities for Documentation of AISI Products and Practices”. We are confident that we have the proper mix of experience and skills necessary to assist the Department of Learning and, indeed, the education community of Alberta in this undertaking.

In preparing our response, we have considered:

- Your RFP as tendered on MERX of September 5, 2001.
- Our attendance at the September 10, bidder’s meeting and the additional documentation provided there.
- Previously prepared AISI documentation such as the Administrative Handbook, the AISI Clearinghouse document (June 2001); and the Framework document (December 1999).
- The AISI portal component of the Alberta Learning Web-site as well as on-line resources from each of the other six AISI partners.
- Our general understanding of the genesis and growth of AISI.

Our Understanding of Your Needs

The Alberta Initiative for School Improvement was born, in large part, out of a spirit of learner network collaboration. This notion of collaboration is doubly important when one considers what AISI, as a “back to the drawing board re-approach”, replaced: the SPIP. In very general terms, SPIP operated from a perspective of providing funding rewards to school boards in competition with each other. Conversely, the thinking that went into AISI flipped that notion on its ear and took the approach of how students could benefit if schools and school boards *cooperated* with each other.

In the most economical language, AISI is a framework, supported by monetary resources set aside by Alberta Learning, to support school boards in their piloting and/or pioneering of innovative approaches to student learning. Through these pilots and approaches, there is to be a developed pool of “best practices” – those approaches that were most successful in meaningful learner outcomes. The concept is that these best practices are to be shared for their potential adoption in other jurisdictions, and that boards can build upon the successful approaches already demonstrated by their peers, without having to re-invent the proverbial wheel.

With that background presented for context, we understand the more focused needs you have for this particular project. For those best practices to be useful and widely disseminated, they need to be documented and warehoused in an accessible, user-friendly fashion. The construction of the AISI Clearinghouse as an IT reservoir is essentially complete, and as such, is not the focus of this project. This project seeks to enlist the resources and disciplined approach of a third party to populate the on-line warehouse of best practices.

Facilitation

Educational professionals are immensely busy people whose first and foremost priority is the hands-on teaching and mentoring of the children in their classrooms. The challenges associated with that task alone are enormous. Most teachers and educational administrators would concur that AISI is a fantastic concept. Few would quarrel that a warehouse of educational constructs, approaches and theoretical best practices is of top value. However, the building of this pool of data may be viewed by educators as a secondary priority to the direct interface with students.

This is where KPMG Consulting can assist—we have a great deal of experience in facilitation and drawing out meaningful information from respondents by means of our interview and focus group techniques. As consultants, we're experts in consultation, and we bring objectivity, rigor and structure to the engagement. While we are not the experts in educational practices and methodology, we feel that our understanding of this environment and the birth and growth of AISI is one of our key strengths that will ably meet your requirements.

We will extract the most out of the participants in this engagement because we will take the approach that we're doing this *with* teachers and educators not *to* them. We will draw on their expertise in educating children to show Alberta Learning that we are experts in facilitation, process, documentation and analysis, and organization.

A Protocol for Populating the Clearinghouse in Real-time

This will be outlined in greater detail in our approach and then further in our workplan, but upon completion of this project, we will have left behind a program or protocol for future population of the clearinghouse of best practices. This protocol will need to reflect the culture building that is a key driver of AISI. If done right, this can be a way to capture the excitement that has surrounded AISI for the past two-plus years, and the process of sharing effective practices and strategies will be viewed as a professional enrichment opportunity, not a burden.

Finally, We Understand Because AISI's Champions are Passionate

Anyone who has taken an interest in this collaborative approach to educational innovation and empirical field-level research would have been hard pressed to miss the sincerity of commitment that each one of the diverse partners that built AISI have shown. It is leadership that can make or break the best of theoretical intentions, and a quick glance back at some of the public comments that have been made by its partners is indicative of AISI successes to date. It is the widespread sharing of this localized successes the will fully round out all that AISI was envisioned to be.

The following collage of quotes succinctly captures the essence of this initiative. It is easy for us to understand what your big picture objectives are because your partners have been articulate and passionate about championing them throughout the education community.

"AISI provides the vehicle for a thorough, long-term, cultural transformation and builds in opportunities for short-term measurable successes."

CASS President Ed Wittchen

"We will also learn from those strategies that did not work as predicted in a particular situation. Apparent failures can provide important indications of what needs to change and how another approach might be more successful."

Maria David-Evans, Deputy Minister

"Rather than reinventing wheels, we can instead select promising directions that are appropriate for our circumstances."

ATA President Larry Booi

"AISI stands as one of the proudest collaborative achievements of the Alberta Home and School Councils Association"

AHSCA President Marilyn Fisher

"AISI has engendered increased trust between education partners and Alberta Learning, created a model for increasing collaboration among education partners, and increased the likelihood of research and development becoming embedded in the operations of public school districts."

ASBA President Lois Byers

"This new program will aid in the meaningful and sustainable improvement in student learning and performance."

Lyle Oberg, Minister of Learning

"The AISI model is urged to incorporate an expectation to develop a renewed education system that integrates the wisdom of today's best theorists and practitioners, teachers and administrators."

*Eric Newell, CEO of Syncrude, Chair of the Board of Governors,
University of Alberta*

"The positive aspect of having a large variety of projects province-wide is the establishment of a clearinghouse of best practices. The tool kit of performance measures will give Alberta Learning and school boards a variety of *best practice* experiences which can then be replicated."

ASBOA Secretary Treasurer Karel Meulenbroek

Our Approach

The kind of knowledge that AISI envisioned developing and sharing is “out there”, based on the roughly two years that AISI has been in action. As the successful consultant, our job is to go and get that knowledge—to coax it out of those educational professionals whose first responsibility is the hands-on education of children. We are not experts in education, but we are experts in process, methodological discipline and facilitation. Our job will be to unlock the findings and discoveries that have been created by AISI.

Visiting, Listening and Documenting

We propose to approach this challenge by going on-site and listening. However, it cannot be an unstructured chat over coffee or the results will be thin. Our approach will be to spend smart energy up front; with a line of questions that is structured yet still flexible enough to allow for a free exchange of what are often qualitative and anecdotal findings. Social Science has evolved to show that it is possible to quantify qualitative data. This is our objective with this project.

We call our structured discussion frameworks “protocols” and we would share them with stakeholder participants in advance to target their thinking. Our interview protocols will be targeted at defining the W5 (why, what, who, how, when, where) of improvement strategies.

Before commencing with interviews, we will vet this questionnaire through the Project Steering Committee to make sure you are comfortable with our approach before we fan out. The most productive client/consultant relationships are those in which there are few unwanted surprises at the end.

FOIP

As with any far-reaching government project that involves the sharing of information, there will be a requirement that such information be “cleaned” to suit the privacy protection demands of Alberta’s Freedom of Information and Protection of Privacy Act. The information format will need to be crafted in a way such that the anecdotal case descriptions, for example, are non-identifying from an individual perspective.

Our proposed lead consultant has a good working knowledge of FOIP based on his experience with PWSS in 1996 when that department had responsibility for rolling out the then new legislation policy and framework to all of government. He also possesses a working interpretation of the FOIP act throughout four subsequent years in government. Here again, this functional knowledge will be leveraged *with* Learning's FOIP staff expertise, not *instead of* this resource.

Create the Program and Supports

This AISI RFP is soliciting two primary requirements . The first is for a facilitator to efficiently interview and document those rich descriptions which are in the memory banks, journals and ad hoc notes of educators, and do so in a comprehensive fashion. However, so that the department does not have to hire a external consultant every 12 months to do such documenting of new findings and practices, your RFP also seeks a plan or a *template* that makes population of the AISI clearinghouse an intrinsic part of AISI educator participants culture of activity.

Such a program template will have to be user-friendly and be able to interface with the technology that has already gone into AISI clearinghouse. In addition, this template will ideally be built into any revisions to the administrative handbook so as to *trigger* entries at certain points in the life-cycle of the individual AISI pilot. Work will be done to make rich description documentation at several different points in the life of an AISI project, part of the very culture of the initiative.

If successful, this will be couched in a manner that makes populating the best practices clearinghouse an opportunity for professional enrichment rather than a burden that is perpetually bumped to the bottom of the busy educators "to do list".

Proposed Workplan and Schedule

The following steps outline our plan of action in approaching this engagement. You will see that collectively, these work steps are predicated on the theme of an interactive and iterative approach with the educational community and Alberta Learning. If successful, key project officials from Learning will have much interface with KPMG Consulting over the first several weeks of the engagement. After this initial phase, we will go into collection mode “in the field” and thus less demanding on your time. Finally, we will return to a high level of client/consultant interactivity as the final product is honed and polished.

- **Step 1—Project Orientation with the Steering Committee:** It will be of utmost importance to have an initial meeting between all members of the KPMG Consulting team and all members of the Project Steering Committee. This meeting will be critical in clarifying all expectations from both parties and in filling in any gaps you have identified in our proposal.

If successful in winning this public tender, it will mean only that we have a thorough understanding of your needs and an effective approach and workplan. In our experience, there are often a number of details that still need to be communicated. It is this complete clarity of requirements that we wish to achieve at the beginning so as to make this arrangement as productive as possible. **Timeline: Third week in October.**

- **Step 2—Project Chartering:** We will draft a project charter that will cement, in writing, all goals and expectations that were delineated in the Step 1 Orientation. The purpose of the charter is to confirm the project objectives, scope, deliverables, workplan, budget and delineation of responsibilities. The charter also serves as a communication vehicle for maintaining a common vision and expectations among all project participants. **Timeline: By the end of October.**
- **Step 3—Design of Interview Protocol:** As mentioned previously, it will be important that time spent with educators in documenting their AISI projects and findings is focused to gain maximum value. This protocol will have to be detailed enough to ensure tangible and useable results, yet flexible enough to allow for that rich, anecdotal, subjective creativity to be accounted for. It will be critical that the Project Steering Committee have input into this protocol before it is distributed to the various stakeholders. **Timeline: First week in November.**

- **Step 4—Create the data collection template and protocol for future clearinghouse population:** Without being too rigid, there are certain common data categories that would be applicable to all AISI projects. More important though, is making the rules of procedure in the administrative handbook more conducive to up-front and interim clearinghouse population, rather than having the reporting obligations pile up. We propose to work very closely with the Project Steering Committee on such a revision, as the partnership will, doubtless, want to have a good deal of control over any changes to the AISI administrative handbook.

To be clear, you have not expressly asked for us to work with you to make revisions to the handbook, but this is our thinking around making future reliance on external facilitation unnecessary. If this is not within Alberta Learning's comfort zone, we are prepared to discuss alternative approaches with you in the orientation phase of the project cycle described above. **Timeline: Mid November (first draft).**

- **Step 5— Travel, listen and document:** This will be the most time intensive and important phase of the project. We will go out of our way to make this as convenient for educational professionals as possible, meeting educators in their classrooms and offices. After all, you are purchasing our time and our organizational efficiency.

As there are 189 school authorities to liaise with, we will endeavour to interview by focus group wherever possible and pragmatic. We estimate the need to hear from more than just one person from each authority to get a balanced picture from teachers, AISI coordinators, parent groups like school councils and board administrators. This will mean talking to groups of three to eight in the smaller and mid-sized school authorities, and more than one focus group in the larger urban boards. We estimate that this will necessitate approximately 100 focus groups.

In addition to taking general notes, and completing the targeted questions from our interview protocols, we will also be collecting files, both hard copy and electronic, in whatever piecemeal state they may happen to currently exist in. Again, it will be our job to inject order into the ad hoc state of AISI results recording. **Timeline: Beginning after the November 16 committee check off meeting, relaxing somewhat in recognition of pre-Christmas holiday demands school invariably face and wrapping up in time to meet the January 31 deadline for progress reporting to the CH EPWG.**

- **Step 6—Analyze, organize and ID Gaps:** As we go, we will be collecting reams of information and data in a wide variety of formats and mediums. Our team of consultants will be synthesizing this information as we go, while the “colour” of the interviews and focus groups is still fresh in the minds of our facilitators. Any questions that arise as we undertake this step will be clarified with respondents by telephone, fax, e-mail etc.

It is clear in the RFP that all project information that goes into the AISI database needs to be approved by each school authority’s superintendent.

All of this will be occurring on a relatively congruent timeline with Step 5. This step will also culminate in the required February 28 progress report on authority participation. **Timeline: December 1 to February 28.**

- **Step 7—Re-visit Step 4, a process for future clearinghouse population:** The deliverable from Step 4 will be our draft process “going in”. There is no doubt that, as we listen and document with AISI participants, there will be many ideas unearthed that can improve upon the clearing house population protocol. We will make amendments as appropriate, with steering committee check off.

Timeline: During the period from end of January to mid- March.

- **Step 8—A draft then final project report:** As the name implies, our project report will not be complete until the various members of the project steering committee have had a chance for critical input. We will have a draft to you by the middle of March, allow one week for comments, then spend the last week in March incorporating your feedback into the final product. **Timeline:**

Throughout the Month of March, 2002

Project Staffing

Staffing

KPMG Consulting has assembled a highly qualified multi-disciplinary team of three professionals for this assignment. The team that we are proposing brings a wealth of experience in the educational policy and administrative environment, group facilitation and interviewing, administrative process re-engineering and information technology application and integration.

Our proposed project lead is Jordan Cleland who has experience within Alberta Learning and the provinces educational environment in general. During his time with the Ministry of Learning, Jordan had an excellent perspective from which to view and appreciate the inception and development of AISI as a truly stakeholder driven model for professional collaboration. This time also provided the opportunity to become familiar with many of the personalities that are partners in the initiative and the individual boards and administrations that are the beneficiaries of AISI's pioneering approach.

Our team of consultants are:

- **Jordan Cleland** is a Senior Consultant in the Edmonton office of KPMG Consulting, working in the Public Sector Practice. Jordan's areas of specialization are policy analysis, strategic planning, business process re-engineering, project facilitation, communications and government processes; with an emphasis on human services consulting. Jordan has considerable experience in the senior levels of government after nearly eight years working in the Legislature with the Alberta Government. Jordan's government portfolio assignments included: Public Works, Supply and Services; Transportation and Utilities; Family and Social Services; and, most relevant to this project, Alberta Learning.
- **Mike Kirkwood** is a Senior Consultant in KPMG Consulting's Public Sector practice in Edmonton where his focus is on project management, business process improvement, and telecommunications. He has successfully worked on several engagements within the telecommunications industry with special emphasis on B2B electronic billing, billing software and hardware implementations and billing audits for large telecommunications companies.

Mike brings a diverse background as a professional engineer complemented by a Master of Business Administration degree. His skills include project management, customer relationship management and strategic planning. Mike has preformed as Project Manager on key engagements and has undertaken many market research, benchmarking, and operations review initiatives in several industry sectors.

- **Lesley Chenier** is a Consultant in the Edmonton office of KPMG Consulting, working in the Public Services Sector. Lesley obtained a Master of Business Administration degree with the Technology Commercialization Specialization from the University of Alberta in 2001. She completed a Bachelor of Arts degree in Political Science at the University of New Brunswick (Fredericton, NB) in 1996. Lesley has several years of public sector experience for both the Government of New Brunswick and Government of Alberta. During this time she had the opportunity to work on two major government IT re-engineering projects. As a Consultant for the Varsity Consulting Group at the University of Alberta, Lesley participated in a number of projects developing business plans and feasibility studies for small business and non-profit agencies. She has extensive experience in the areas of project management, operations management, technology commercialization and IT re-engineering.

Rod Simpson is a Managing Director in KPMG Consulting's Consulting Practice in Edmonton. Rod will be responsible for ensuring that all client deliverables are of high quality. Rod will be available to guide the project team and help resolve challenges they might encounter. Rod specializes in economics, finance, feasibility analysis, strategic planning and policy development.

More than anything, in consulting you are buying our people. If we have over-scoped or under-scoped our workplan, we are willing to sit down with you and make adjustments to our proposal.

Detailed resumes for the consultants proposed for this assignment are included in Appendix A. We would be happy to provide professional references upon request.

About KPMG Consulting

KPMG Consulting, the Canadian affiliate of KPMG Consulting LLC, is a leading provider of Internet integration, business transformation and human resource consulting services, employing over 750 professionals in Canada. Worldwide, KPMG Consulting's practice ranks among the largest consulting organizations, with global consulting revenue of more than \$3 US billion and more than 17,000 consultants in 160 countries. KPMG Consulting can be found on the Web at <<<http://www.kpmgconsulting.com>>>.

Quality is a Priority

We will introduce quality checks into our workplan. We will assign one of our professionals to check the quality and timeliness of our work. We ensure that you receive value for your investment.

Quality Work

Our clients want and deserve the best. And we deliver. We do not tolerate mediocrity. We work to the highest professional standards and we are committed to producing top-quality results.

Client Satisfaction

Some say management consulting is an intangible process with unmeasurable results. We disagree. Our results are measurable—and we evaluate them through our unique client satisfaction assessment. We have a history of exceeding client expectations and we believe this is the most important measure of our success.

Value for Fees

We bring the right mix of in-depth knowledge and capabilities to each situation. We come directly to grips with the issues of concern. Our recommendations are based on rigorous research and thorough analysis. The result is the best "workable" solution.

Integrity

We are professionals you can trust to respect the confidentiality of your information.
We are people with whom you can develop a close rapport.

Teamwork

Our people are part of your team, working with you to help you achieve your goals.
This collaborative philosophy delivers benefits to our clients that continue long after the completion of any specific engagement.

A Continuing Relationship

We keep in touch to give you a sounding board for your ideas, and a readily accessible source on the latest technologies and trends. We consider this contact part of our value-added commitment to provide ongoing, relevant support to all of our clients on an individual basis.

National Consulting Practice

The mission of our National Consulting practice is to provide “end-to-end” (e2e) solutions—strategy or business idea to planning and implementation—to meet industry-specific needs of our clients. We believe that the key to success in this mission lies in a deep understanding of the client’s business and industry. As a result, we have organized our business along the following industry lines:

- Financial Services.
- Information Communications and Entertainment.
- Consumer and Industrial Markets.
- Public Services, including international, federal, provincial/municipal and health care segments.

In addition, we have also established a cross-industry group:

- The e-Engineering group reflects our vision that the Internet is the business medium of the future.

Electronic Distribution of KPMG Consulting Report

Alberta Learning must ensure that any posting of the describe report includes the KPMG Consulting disclaimer set out in Appendix C, which must be viewed by users of the site prior to their being able to access the KPMG Consulting report.

Professional Fees and Expenses

We are prepared to undertake this assignment for a total professional fee of \$90,370. Necessary project travel, accommodation, and meals are budgeted at \$6,975. Our total fixed price bid to Alberta Learning for undertaking this engagement is \$97,345.

Other terms and conditions of this proposal are included in Appendix B.

Appendix A

Résumés

JORDAN CLELAND

Jordan Cleland is a Senior Consultant in the Edmonton office of KPMG Consulting, working in the Public Sector Practice. Jordan's areas of specialization are policy analysis, strategic planning, business process re-engineering, project facilitation, communications and government processes; with an emphasis on human services consulting. Jordan has considerable experience in the senior levels of government after nearly eight years working in the Legislature with the Alberta Government.

Jordan's government portfolio assignments included: Public Works, Supply and Services; Transportation and Utilities; Family and Social Services; and, most relevant to this project, Alberta Learning.

RELEVANT EXPERIENCE

Management Consulting Experience

- **Alberta School Boards Association, Strategic Positioning and Advisory Services**—Provide evaluation, analysis and advice to the Executive of the ASBA in it's dealings and strategies with member boards, the public and government. This is an on-going, retainer-type arrangement.
- **Alberta Health and Wellness, Spatial Public Health Information Exchange (SPHINX) Post Implementation Evaluation**—Conducted an evaluation of the usage, efficacy and perceived value of this new national health surveillance tool aimed at improving public (pro-active) health care. Involved learning the on-line tool and consulting public health practitioners at the provincial, federal and regional authority level to garner and interpret feedback. User value and experiences were solicited by means of protocol enhanced one on one user interviews.
- **City of Edmonton, Community Services, Landlord Tenant Advisory Board Service Review**-- Conducted a service review and stakeholder consultation on the mandate and appropriateness of service delivered by frontline staff in providing information aimed at dispute resolution and prevention. Stakeholders input was obtained by a series of protocol enhanced one on one interviews as well as focus groups. An assessment and final report were delivered to the Board.
- **Alberta Children's Services, Day Care Issues**—Project Manager in leading a stakeholder working committee comprised of owner/operators, government officials, and Child and Family Service Authority representatives. Drafted a report with an assessment of the funding situation and financial situation of Alberta day cares, complete with recommendations to the Ministry and government caucus. Presentation of the report and recommendations to various elected member committees, incorporating feedback in preparation of a final report.
- **Alberta Health and Wellness, Health-related Transportation Needs Assessment**—Utilized a stakeholder survey developed to obtain feedback from the 17 Regional Health Authorities and various senior citizens' organizations in preparation for a report to the Ministry. Ministry will use information gathered to respond to Recommendation 48 of the Dave Broda (MLA) Report.
- **Alberta Sustainable Resource Development, Preparation of Defense to United States Softwood Lumber Petition to Tariff**—(In Progress) Process facilitator in organizing a statistically significant scaling project to document key difference in timber measurement practices of log scalers in the U.S. and Canada in determining commodity value. Documenting of differences in end-to-end forestry processes and which processes are the responsibility of government and private producers. Both measures are aimed at providing data necessary to build legal response to discount U.S. claims of government subsidization of the Canadian Forestry industry.

- **City of Edmonton, Community Services, School-Aged Child Care Subsidy Fee Schedule Adjustment**—Project Manager for an engagement that utilized the data and budgetary implications gleaned from a Phase 1 budget forecasting project to adjust the subsidy fee schedules within the confines of budget and policy priorities. Involves changing the fee schedule from a manual to a electronic, computational model.
- **City of Edmonton, Community Services, School-Aged Child Care Business Modelling**—Project Manager of a team that analyzed demographic data and trends to determine budgetary implications of changing client subsidy scales. Budget modelling over a five year projection and recommendations on indexing were provided.
- **Health Canada, First Nations and Inuit Health Branch, Alberta Region**—Worked with client to develop a primary health care model; identifying key functions and existing gaps. Based on the model and functions to be carried out, determined the optimal organizational framework of the Alberta Region.
- **Administrative Process Review, University of Alberta Department of Housing and Food Services**—Evaluation of contract management, financial management, accounting methodology, information technology systems, organizational structure, performance measurement and human resource systems. Input was solicited from a range of campus stakeholders by a combination of protocol enhanced one on one interviews and focus groups. Processes were documented and best practice recommendations made.
- **Fairview College** — Assisted the college in preparing a business case and strategic plan to establish a satellite campus in greater Edmonton area. Included preparation of an environmental scan that showed a demographic learning market profile of St. Albert, Greater Edmonton and surrounding area; develop a plan to steer the initiative collaboratively with other Edmonton area post secondary institutions; and strategize the approach to Alberta Learning.
- **Transfer of City Utility Customer Accounts, City of Calgary to ENMAX** — Project facilitation and provision of a business case to enable the transfer of Utility Accounts from the City of Calgary to ENMAX in a newly de-regulated environment. Assisted with navigation of labour relations issues, as well as freedom of Information and protection of privacy issues.

Experience in Government

- **Alberta Learning Merger** — Member of senior executive team that managed the merger of the second and fourth largest budgetary departments of the Alberta government following the announcement of major government reorganization in May 1999. Successful integration of K-12 Education, Advanced Education and Apprenticeship and Industry Training. Issues management on the delineation of responsibilities for School Facilities between departments of Infrastructure and Learning.
- **Revisions to Assured Income for the Severely Handicapped (AISH)** — Member of senior executive team that managed the successful passage of highly contentious legislation that revised program and benefits for Albertans who are work-force challenged due to physical and mental handicap limitations.
- **Regional governance of Children's Services and Persons with Developmental Disabilities** — Member of senior executive team that managed the transition from provincial program delivery to local governance of Children's Services, and also the Services to Persons of Developmental Disabilities transfer that had both been stalled for over three years.
- **Collaborative Partnerships with municipal governments on Transportation and Utility related programming and administration** — Worked in concert with Senior Municipal

Administrators and Councillors, and developed a functional understanding of the interface between local government and the Province within the following programs:

- Secondary Highway Partnership Program
 - Resource Road Improvement Program
 - Rural Transportation Grant
 - Streets Improvement Program
 - Alberta Cities Partnership Program
 - Alberta Municipal Water Wastewater Program
 - Emergency Prepared Planning, Disaster Services Branch
 - Federal/Provincial/Municipal Infrastructure Program
-
- **Freedom of Information and Protection of Privacy** — Possesses a sound working knowledge of the intricacies of Alberta's FOIPP Act and surrounding processes. Member of senior executive team that had responsibility for coordinating FOIPP (1996) through government departments immediately after its enactment, through the central reporting ministry: Public Works, Supply and Services.

BACKGROUND

- Prior to joining KPMG Consulting in 2000, Jordan served two Provincial Cabinet Ministers as a senior policy advisor.

MIKE KIRKWOOD, P.ENG., MBA

Mike Kirkwood is a Senior Consultant in KPMG Consulting's Public Sector practice in Edmonton where his focus is on project management, business process improvement, and telecommunications. He has successfully worked on several engagements within the telecommunications industry with special emphasis on B2B electronic billing, billing software and hardware implementations and billing audits for large telecommunications companies.

Mike brings a diverse background as a professional engineer complemented by a Master of Business Administration degree. His skills include project management, customer relationship management and strategic planning. Mike has preformed as Project Manager on key engagements and has undertaken many market research, benchmarking, and operations review initiatives in several industry sectors.

RELEVANT EXPERIENCE

- **Demographic analysis - Sturgeon School District**—Project manager responsible for the analysis and recommendations for the Sturgeon County School Board. Analyzed the requirements for education and facilities in Sturgeon County and presented recommendations for the Board of Directors to facilitate the long range planning for infrastructure and programming.
- **Strategic review - Greater Edmonton Home Builders Association**—Conducted a strategic analysis and facilitated a strategic review session for the Board of Directors. Developed full strategic plan to address internal and external issues including action steps to improve overall agency performance.
- **Electronic Bill Presentment and Payment – TELUS Communications**—Led a team to examine e-Billing initiatives at TELUS Communications and developed alternative strategies for deployment. Conducted project charter sessions to define scope of work and project specifications for hardware and web-based B2B Electronic Billing. Worked with the team to examine project alternative strategies including package software solutions to enable TELUS to move forward on B2B electronic bill presentment and payment.
- **Review of Billing Systems – Group Telecom**—Project manager for a review and audit of a the billing systems for a national telecommunications company. Analyzed processes in regional offices and developed an audit review methodology to rectify data integrity issues and recover lost revenue. Scope of work included provisioning, customer services and invoicing for voice and data services provided by Group Telecom.
- **Business process review – EPCOR Distribution**—Led an analysis to document and review the business processes for EPCOR's unmetered load system. Presented as-is process review results and recommendations for improvements required to fulfill internal audit requirements.
- **Service Level Agreements – EPCOR Energy Services**—Finalized the terms and conditions for Service Level Agreements outlining roles, responsibilities and standards of performance between the City of Edmonton and EPCOR for the provision of billing services for water, electricity, drainage and waste management invoicing.
- **Phase I Business Plan – Myriad Golf Resort**—Prepared the analysis and reporting of the first phase of a multi-phase business plan for a new and innovative golf course in the Edmonton market. The proposed structure is a full size, domed golf course aimed at providing year round golf to the Edmonton market. Reviewed financial and facility plans and presented risk mitigation strategies for the client.

- **Review of Aboriginal Medical Travel Program: Medical Services Branch Health Canada—**Reviewed the \$25 million medical travel program provided in 44 First Nation Communities in Alberta with a view to improve overall program efficiency and effectiveness. The project involved developing health service profiles, visits to 10 communities and analysis of costs associated with travel provided through contribution agreements and Non-Insured Health Benefits (NIHB). Our focus was to develop a new model for the management and delivery of the program by defining new processes to assess/refer, coordinate, provide and pay for the service. Policies, staffing and information technology required to support the new process were defined.
- **Review of Non-Hospital Surgical Facility Contracting Processes: Auditor General Alberta—**Assisted the Auditor General in conducting a review of the processes used by regional health authorities to contract surgical services and Alberta Health and Wellness processes to assess submissions under the Health Care Protection Act. Our review framework incorporated required components of the Act and best practices in outsourcing and proposal evaluation. Recommendations were made to improve the transparency, objectivity and integrity of the processes.
- **Business Planning, Alberta Food Processor, Edmonton, AB—**Led a team to develop alternative business plans for refinancing of a major Alberta food processor to terminate their receivership.

PREVIOUS EXPERIENCE

- **PCL Construction—**Senior Project Manager with one of the largest construction companies in the world. Mike managed projects ranging from \$25,000 to \$7 million. Some of Mike's projects include: West Edmonton Mall, UFL Foods, Aqualta, Edmonton Power, Roper Industrial Centre, and Pinnacle Business Park
- **S. C. Food Services—**Division Manager for a franchise food services organization with responsibility for sales and operations across Western Canada. Developed market penetration strategies for all major local markets and facilitated the sales of corporate stores along with several franchise operations.
- **Taco Bell—**Market Manager for Western Canada. Mike was responsible for the introduction of Taco Bell restaurants into all of Western Canada. Managed 20 direct reports and over 600 total staff. Responsible for all real estate and development approvals. Managed sales from start up to over \$16 million in less than two years.
- **Baxter Corporation—**Sales Manager responsible for hospital accounts across Canada and an annual sales budget of \$26 million. Improved profitability of parenteral and general hospital supply segments through pricing and mix management initiatives and achieved all sales and profit objectives.

BACKGROUND

- Prior to joining KPMG Consulting in 2000, Mike was employed by a large general contracting firm as a senior project manager with responsibilities for commercial projects in the Edmonton area. He has extensive general management experience in the hospitality industry and functional customer service and call centre management experience in the health care sector. He holds a Bachelors degree in Mechanical Engineering and Master of Business Administration from the University of Western Ontario.
- Registered Professional Engineer, Province of Ontario.
- Vice President of the Board of Directors Big Sisters and Big Brothers of Edmonton and Area. Mike has chaired several committees during his six year tenure with this leading non-profit agency.
- Member of the Board of Directors of Ronald McDonald House, Edmonton (March 2001).

LESLEY CHENIER, MBA

Lesley Chenier is a Consultant in the Edmonton office of KPMG Consulting, working in the Public Services Sector. Lesley obtained a Master of Business Administration degree with the Technology Commercialization Specialization from the University of Alberta in 2001. She completed a Bachelor of Arts degree in Political Science at the University of New Brunswick (Fredericton, NB) in 1996.

Lesley has several years of public sector experience for both the Government of New Brunswick and Government of Alberta. During this time she had the opportunity to work on two major government IT re-engineering projects. As a Consultant for the Varsity Consulting Group at the University of Alberta, Lesley participated in a number of projects developing business plans and feasibility studies for small business and non-profit agencies. She has extensive experience in the areas of project management, operations management, technology commercialization and IT re-engineering.

RELEVANT EXPERIENCE

- **Business Transformation, Alberta Human Resources and Employment** — Conducting a business transformation project with the Department of Alberta Human Resources and Employment. KPMG Consulting is working with a team of AHRE staff to develop a detailed blueprint of the target operational state that will enable a client centric business model for the organization. Lesley is assisting the team with process analysis and design focusing on identifying the business needs that drive e-commerce technology enablers. The key deliverables from this project will be the high level design of business processes and technology enablers, an implementation plan and a comprehensive management approach for delivering on the improvements.
- **Alberta Health and Wellness** – Participated in a post-implementation review of Spatial Health INformation eXchange (SPHINX), a health surveillance application. SPHINX was developed by Alberta Health and Wellness as a project under the National Health Surveillance Infrastructure of Health Canada as a solution for potential deployment across Canada. The KPMG Consulting team was responsible for providing an independent assessment of the value delivered by the application and its potential for use throughout the Canadian health system. Lesley helped by creating a database to input survey results and by analyzing the results and assisting in the preparation of the evaluation report.
- **Regional Municipality of Wood Buffalo** – Participated in the development of an information technology strategic plan for this municipality which includes Fort McMurray and surrounding communities. The resulting three year plan provides a framework for IT governance and investment. Lesley was responsible to developing the framework for the Web Strategy committee and Steering Committee.
- **National Police Benchmarking Study** — Participated in a nationwide survey of municipal police services. The study was designed to give the participants benchmarks to assess their performance in areas such as organizational and operational effectiveness and efficiency, as well as costs of service. Lesley helped analyze the survey results and prepare the evaluation report.
- **Organizational Review, BC Gas** — Participated in a review of a BC Gas Customer Contact centre. The project prepared a financial model that accurately depicted the current organizational and business objectives of the provincial utility. The model concentrated on establishing objective measures on which to base each of the assumptions on which the forecasts were based. Lesley worked to identify opportunities to improve the effectiveness and efficiency of the call centre.

PROFESSIONAL BACKGROUND

- Prior to joining KPMG Consulting in 2001, Lesley Chenier worked for the Government of New Brunswick as an Economic Analyst, Program Information Officer and Technical Analyst. During this time, she managed a help desk that provided front-line bilingual hardware and software support and Internet development for government. Lesley also worked for Alberta Economic Development where she gained extensive knowledge about the oil and gas industry. During the MBA program at the University of Alberta School of Business, Lesley worked as a Consultant for Varsity Consulting Group, a non-profit student run agency that supports small business and non-profit sectors, and as a Research Analyst for Dr. Ted Heidrick's Project Management class for engineering students.

Appendix B

Standard Terms and Conditions

KPMG Consulting LP Standard Terms and Conditions

1. **Services.** KPMG Consulting, LP (KPMG Consulting) will perform the services (the "Services"), and provide the deliverables (the "Deliverables") as specified in the attached engagement letter between KPMG Consulting and Client (the "Engagement Letter"), in accordance with the time schedule (the "Schedule") provided for in the Engagement Letter. In providing the Services, KPMG Consulting may be required to make recommendations and provide advice to Client. All decisions relating to the implementation of such advice and recommendations shall be made by and are the sole responsibility of Client.

2. **Fees and Invoices.**

- a) **Billing.** Client shall pay, based on the total estimated or fixed fee specified in the Engagement Letter, the following percent of such total upon executing the Engagement Letter:

- (i) for an estimated total or fixed fee of US\$500,000 or equivalent in Canadian dollars or less: twenty percent (20%);
 - (ii) for an estimated total or fixed fee of more than US\$500,000 but equal to or less than US\$2 million or equivalent in Canadian dollars: fifteen percent (15%); and
 - (iii) for an estimated total or fixed fee of more than US\$2 million or equivalent in Canadian dollars: ten percent (10%).

In addition, anticipated non-routine significant out-of-pocket expenses such as license fees or other software or hardware procurement fees shall be paid upon execution of the Engagement Letter. Progress invoices shall be issued monthly, and shall be payable in accordance with paragraph (b) below, with any credit balance to be applied to the final invoice or refunded, as the case may be. Invoices shall be mailed to Client at the address set forth in the Engagement Letter.

- b) **Payment.** Invoices not paid within thirty (30) days of their receipt by Client will be considered "delinquent". Any discount off of KPMG Consulting's standard rates shall not apply to such delinquent invoices and the delinquent portion of the invoices will be subject to a late charge equal to the lesser of one and one half percent (1 1/2%) per month or the maximum amount allowed by law. Client shall provide written notice of any disputed portion of an invoice within twenty (20) days of its receipt, and pay the undisputed portion of such invoice. KPMG Consulting reserves all of its rights in case of failure by Client to make timely payment of KPMG Consulting's invoices. All invoices are in Canadian currency unless otherwise specified in the invoices.

- c) **Taxes, Tariffs, and Duties.** All fees, expenses and other charges for the Services do not include any sales, goods and services, use, excise, value added or other applicable taxes, tariffs or duties that may be due on such amounts, all of which shall be the sole responsibility of Client (excluding any applicable taxes based on KPMG Consulting's net income or taxes arising from the employment or independent contractor relationship between KPMG Consulting and its personnel). In the event that such taxes, tariffs or duties are assessed against KPMG Consulting, Client shall reimburse KPMG Consulting for any such amounts paid by KPMG Consulting or, prior to payment, provide KPMG Consulting with valid tax exemption certificates with respect thereto.

3. **Changes in Scope of Work.** KPMG Consulting will inform Client of the effect on fees and/or the Schedule that will result from Client requested changes that affect the scope or duration of the Services or nature of the Deliverables. KPMG Consulting shall not be bound by any change requested by Client, until such change has been accepted in writing by KPMG Consulting. If the Services are being performed at a fixed price, the additional Services resulting from such change will be billed on a time and materials basis at KPMG Consulting's standard rates.

4. **Termination.** Either party may terminate the Engagement Letter on thirty (30) days written notice of a material breach of the terms and conditions of these Standard Terms and Conditions or of the Engagement Letter, which breach remains uncured at the end of such thirty (30) day period. Upon any such termination, KPMG Consulting will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination.
5. **Ownership.**
 - a) Ownership of Deliverables. Subject to these terms and conditions, upon full payment for each accepted Deliverable, such Deliverable will become the property of Client. To the extent that any KPMG Consulting Information, as defined below, is incorporated into such Deliverables, KPMG Consulting will grant Client, upon full payment for such accepted Deliverable, a royalty-free paid-up, perpetual, worldwide, non-exclusive license to use such KPMG Consulting Information as part of the Deliverables. Nothing contained herein shall be construed as KPMG Consulting granting Client any license to use the source code of any software forming part of the KPMG Consulting Information or granting Client any right to decompile or backengineer such software forming part of KPMG Consulting information.
 - b) KPMG Consulting Information. Client acknowledges that KPMG Consulting provides consulting and development services to other clients, and agrees that nothing hereunder shall be deemed or construed to prevent KPMG Consulting from carrying on such business. In particular, Client agrees that, notwithstanding anything to the contrary set forth herein: (i) KPMG Consulting shall have the right to retain a copy of each of the Deliverables for its records; (ii) as part of KPMG Consulting's provision of the Services hereunder, KPMG Consulting may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including, without limitation, software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which originate from, have been developed or purchased by KPMG Consulting or by third parties under contract to KPMG Consulting (all of the foregoing, collectively, "KPMG Consulting's Information"); (iii) KPMG Consulting's Information and KPMG Consulting's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of KPMG Consulting; and (iv) Client hereby grants to KPMG Consulting a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use the Deliverables and to create and use derivative works derived from the Deliverables, so long as in doing so KPMG Consulting does not disclose Client's identity or Confidential Information (as herein defined) of Client.
6. **Acceptance.** When KPMG Consulting has completed any separate Deliverable, Client, with KPMG Consulting's reasonable cooperation and assistance, may conduct acceptance tests to verify whether the Deliverable substantially conforms to the applicable Specifications. Client shall have fifteen (15) days after completion of the Deliverable, or such other period as may be mutually agreed upon, (the "Acceptance Period"), to test the Deliverable. If Client notifies KPMG Consulting of any material non-conformities with the Specifications in any Deliverable (collectively "Non-conformities") in writing within the applicable Acceptance Period, KPMG Consulting promptly shall use reasonable efforts to correct such Non-conformities at its own expense and notify Client when the corrections are complete. Client then shall have the right to test the corrected Deliverable. If Client does not notify KPMG Consulting of any material Non-conformities within the Acceptance Period or if Client uses the Deliverables in a production environment or otherwise in connection with Client's conduct of its business, Client shall be deemed to have accepted the Deliverables. Should KPMG Consulting fail to correct a Non-conformity within thirty (30) days of Client's notice of the Non-conformity as provided for in this Paragraph 6, or such other mutually agreed time period which in no event can be less than 30 days, Client may terminate the Services, in which case KPMG Consulting's maximum liability to Client for failing to correct such Non-conformity shall be to refund the fees and expenses paid by Client to KPMG Consulting for the Deliverable or portion thereof that is non-conforming.

7. Liabilities and Remedies for Infringement.

- a) KPMG Consulting hereby agrees to indemnify, hold harmless and defend Client from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted against Client by a third party to the extent such Liabilities result from the claim by a third party that the Deliverables infringe upon such third party's trade secret, trademark, service mark, copyright or patent issued or in existence as of the date of this Agreement; provided, that Client (i) promptly notifies KPMG Consulting of any third party claim subject to indemnification hereunder, (ii) gives KPMG Consulting the right to control and direct the preparation, preparation of the defense, the defense and settlement of any such claim, and (iii) gives full cooperation to KPMG Consulting for the defense of same. The foregoing provisions shall not apply to any infringement arising out of: (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG Consulting or for other than Client's internal purposes; (ii) any alteration, modification or revision of the Deliverables not expressly authorized in writing by KPMG Consulting; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by KPMG Consulting; (iv) Client's distribution, marketing or use of the Deliverables for the benefit of third parties; or (v) the combination of the Deliverables with materials not supplied by KPMG Consulting.
- b) In case any of the Deliverables or any portion thereof is held, or in KPMG Consulting's reasonable opinion is likely to be held, in any such suit to constitute infringement of a third party's Intellectual Property Right, KPMG Consulting may within a reasonable time, at its option, either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG Consulting's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG Consulting is, in KPMG Consulting's reasonable discretion, unable to either procure the right to continued use of the allegedly infringing item or replace the allegedly infringing item as provided in clauses (i) and (ii) of the immediately preceding sentence, the allegedly infringing item shall be returned to KPMG Consulting, and KPMG Consulting's maximum liability for such infringement shall be to refund to Client the amount paid to KPMG Consulting for such item.
- c) In the event that Client provides KPMG Consulting with access to software, specifications, content or other Client-provided materials ("Client Materials"), Client hereby agrees to indemnify, hold harmless and defend KPMG Consulting from and against any and all Liabilities incurred by or asserted against KPMG Consulting in connection with any third party claim relating to the use by KPMG Consulting of the Client Materials, including, but not limited to, a third-party claim that the Client Materials infringe upon such third party's trade secret, trademark, service mark, copyright, patent or other intellectual property rights.

- 8. Indemnity.** Client hereby agrees to indemnify, hold harmless and defend KPMG Consulting and any member, director, officer, employee or agent thereof, from and against all Liabilities incurred by or asserted against KPMG Consulting or any of the above persons in connection with any third party claim to the extent such Liabilities result from the use of: (i) the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG Consulting or for other than Client's internal purposes; (ii) any altered, modified or revised version of the Deliverables that was not expressly authorized in writing by KPMG Consulting; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by KPMG Consulting; (iv) Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; or (v) the Deliverables combined with materials not provided by KPMG Consulting; provided that KPMG Consulting shall (i) promptly notify Client of any third party claim subject to indemnification hereunder, (ii) give Client the right to control and direct the preparation of a defense, the defense and settlement of any such claim and (iii) give full cooperation to Client for the defense of same.

9. **Limitation on Warranties.** THIS IS A SERVICES ENGAGEMENT. KPMG CONSULTING WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. KPMG CONSULTING DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Limitation on Damages.** In no event shall either party nor their respective employees, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). Client agrees that KPMG Consulting, its employees, officers and directors shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fees paid by Client to KPMG Consulting in performing the Services. The provisions of this Paragraph 10 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
11. **Cooperation.** Client shall cooperate with KPMG Consulting in its rendering of the Services, including, without limitation, providing KPMG Consulting with reasonable facilities and timely access to appropriate data, information and personnel of Client. Client acknowledges that when Client's personnel are to work with KPMG Consulting's personnel, Client's failure to assign Client personnel having skills commensurate with their role in connection with the Services could adversely affect KPMG Consulting's ability to perform. To the extent that Client's failure to assign such personnel, or other failure to perform its obligations interferes with KPMG Consulting's ability to fulfill its obligations hereunder, milestone dates, if any, shall be accordingly adjusted and for fixed fee engagements, additional Services provided by KPMG Consulting attributable to such failure by Client shall be billed at KPMG Consulting's standard rates. Client acknowledges and agrees that KPMG Consulting may, in performing its obligations pursuant to this Agreement, be dependent upon and using data, material, and other information furnished by Client without any independent investigation or verification thereof, and that KPMG Consulting shall be entitled to rely upon the accuracy and completeness of such information in performing the Services.
12. **Mediation.** If either party is not satisfied with the other party's performance of its obligations, a written description of the problem shall be provided to the other party and a good faith effort to resolve the problem shall be made by both parties prior to proceeding to Arbitration or litigation.
13. **Arbitration.** Except with respect to enforcing confidentiality obligations, any controversy or claim arising out of or relating to this Agreement shall be settled in accordance with either (a) the provisions of the Ontario *Arbitration Act, 1991*, and regulations thereunder, as amended from time to time or (b) when the Engagement Letter has been issued and executed by the office KPMG Consulting located in the Province of Quebec, the provisions of the Book Seven of the Code of Civil Procedure of the Province of Quebec and regulations thereunder, as amended from time to time. In any event, the arbitral tribunal shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Toronto, Province of Ontario, Canada except when the Engagement Letter has been issued and executed by the office of KPMG Consulting located in the Province of Quebec, in which case the place of arbitration shall be Montreal, Province of Quebec, Canada. The language of the arbitration shall be English if arbitration is conducted in Toronto and in French if the arbitration is conducted in Montreal. The arbitration award shall be final and binding on the parties hereto. In no event shall any arbitration award provide a remedy beyond those permitted under these Terms and Conditions, and any award providing a remedy beyond those permitted under these Terms and Conditions shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated.
14. **Confidentiality.** "Confidential Information" means all documents, software, reports, data, records, forms and other materials KPMG Consulting and Client provide to each other in the course of the engagement: (i) that have been marked as confidential; (ii) whose confidential nature has been made known; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential

Information does not include information which: (i) is already known to the other party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act of the other party; (iii) is independently developed without benefit of the other's Confidential Information; or (iv) is received from a third party without restriction and without a breach of an obligation of confidentiality. Neither party shall use or disclose to any person, firm or entity, any Confidential Information of the other party without the other's express, prior written permission; provided, however, that notwithstanding the foregoing, Confidential Information may be disclosed to the extent that required by law. These confidentiality restrictions and obligations shall terminate two (2) years after the expiration or termination of the engagement

15. **Limitation on Actions.** No action, regardless of form, arising under or relating to this agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder. This limitation is extended to three years for the Province of Quebec if the Engagement Letter is issued and executed by the office of KPMG Consulting located in the Province of Quebec..
16. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
17. **Force Majeure.** Neither Client nor KPMG Consulting shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
18. **Insurance.** KPMG Consulting agrees to maintain while performing the Services, with an insurer or insurers licensed in the province of Ontario or in the Province of Quebec if the engagement Letter was issued and executed by the office of KPMG Consulting located in the Province of Quebec, the following insurance coverage:
 - a) Comprehensive General Liability, with coverage of not less than US\$1,000,000 each claim for bodily injury and property damage
 - b) Directors' and Officers' Liability with coverage of not less than US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate
 - c) Professional Liability Insurance with limits of not less than US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate.
 - d) Motor Vehicle Liability insurance for owned, non-owned and hired vehicles with limits of no less than US\$1,000,000 combined single limit for property damage.

Consultant will endeavor to notify Client in writing of any material change to its coverage as described herein. Consultant shall furnish certificates of insurance evidencing coverage or other acceptable evidence of self-insurance to Client upon request.

19. **Non-Solicitation Of Employees.** Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent.

20. **Press Releases and Client List Reference.** Neither party shall issue any press release concerning KPMG Consulting's work without the other party's consent. KPMG Consulting may identify Client as a Client of KPMG Consulting and generally describe the nature of the Services in promotional material.
21. **Survival.** The provisions of Paragraphs 5, 6, 7, 8, 9, 14, 15, 19, 20, 24, 24 and 25 hereof shall survive the expiration or termination of this engagement.
22. **Travelers' Bill of Rights.** Client acknowledges that KPMG Consulting has implemented a Bill of Rights that seeks to provide its personnel with the ability to have a quality life outside of the workplace and to diminish the high toll that traveling can effect on its personnel. To that end, the Bill of Rights limits the amount of time KPMG Consulting's personnel spend on out of town travel, and there may be occasions where such limits impact the weekly schedules of a particular engagement.
23. **Assignment and Subcontracting.** Neither party may assign, transfer or delegate any of the rights and obligations hereunder without the prior written consent of the other party, except that KPMG Consulting may assign its rights and obligations hereunder to any successor in interest to all or substantially all of the assets or business of KPMG Consulting, without the consent of Client and following such assignment, KPMG Consulting shall be fully discharged by Client of all of its obligations under this Agreement.
- Client acknowledges that KPMG Consulting shall be entitled to subcontract any of its obligations under this Agreement to a third party, without being required to obtain Client's prior consent.
24. **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law
25. **Entire Agreement & Governing Law.** These terms and the Engagement Letter, including Exhibits thereto, constitute the entire agreement between KPMG Consulting and Client with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof. This agreement between the parties shall be governed and construed under the laws of the Province of Ontario and the federal laws of Canada applicable therein, without any application of conflicts of law rules. However, if the Engagement Letter was issued and executed by the office of KPMG Consulting located in the Province of Quebec, this agreement between the parties shall be governed and construed under the laws of the Province of Quebec and the federal laws of Canada applicable therein, without any application of conflict rules.

*Standard Terms and
Conditions – 03/20/01*

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Appendix C

Electronic Distribution of KPMG Consulting Report
Waiver

Electronic Distribution of KPMG Consulting Report Waiver

KPMG Consulting reports are confidential and are intended solely for the use by Alberta Learning, [and any other party specifically mentioned entity that is entitled to use our report] in connection with the Assistance to Alberta School Authorities for Documentation of AISI Products and Practices and are not intended for any other use, transmission, circulation, or publication. You are authorized to download single copies of the report for your own personal non-commercial study and not for any other purpose. The report may not be modified, altered, further copied, transmitted, reposted or in any other way used or reproduced without the consent of KPMG Consulting. Furthermore, any legitimate copies downloaded of the report must retain all copyright and other proprietary notices contained on the original report.

Based on the fundamental, universal condition of the electronic communication process, KPMG Consulting does not guarantee or warrant the report will be accurate, up to date, accessible without interruption, without delay, be error free, omission free or free of viruses.

In no event shall KPMG Consulting, its personnel, managing directors, principals, agents, employees, or related companies, be liable for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of use, data or profits), without regard to the form of any action, including, but not limited to, defamation, contract, negligence or other tortious actions arising out of or in connection with the report, any content in the report or any access to the report, or any copying, display or other use thereof.

Third party links, if any provided as part of this report are a convenience to users only. KPMG Consulting does not control, nor monitor, nor will it control or monitor any content on linked sites and therefore is not liable or responsible for any inaccuracies in the content, viruses, or unlawful or actionable content of such third party sites.